



# STATE OF ARIZONA

## REQUEST FOR QUOTATION

### FAX ON DEMAND

QUOTATION NUMBER DC050369DUE DATE May 4, 2005 AT 5:00 P.M. M.S.T.**MAILING ADDRESS:**

ARIZONA DEPARTMENT OF CORRECTIONS  
1601 W. JEFFERSON, MAIL CODE 55302  
ATTN: CENTRAL PURCHASING UNIT  
PHOENIX, ARIZONA 85007

**HAND DELIVERY - OVERNIGHT MAIL**

ARIZONA DEPARTMENT OF CORRECTIONS  
1645 W. JEFFERSON  
4<sup>th</sup> FLOOR, SUITE 4401  
PHOENIX, ARIZONA 85007

In accordance with A.R.S. § Title 41, Chapter 23 A.A.C.R2-7-336; quotations for the materials or services specified will be received by the Department of Corrections, at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department of Corrections on or prior to the time and date, and at the location indicated above. Late quotations will not be considered.

All quotations must be completed in ink or typewritten, delivered to the above address. Quotations may also be returned via facsimile to 602-364-3780. Additional instructions for preparing a quotation are provided in Instruction for Quotations.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE QUOTATION.**

REQUESTING AGENCY:

Arizona Department of Corrections - Correctional Officer Training Academy

MATERIAL, SERVICE AND/OR CONSTRUCTION:

HVAC Repair Services

CONTRACT TYPE:

Time and Materials

CONTRACT TERM:

Annual Requirement with Option for Renewal

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"An Equal Employment Opportunity Agency"

  
BUYER Terry L. Rutan

(602) 542-1172

PHONE

April 20, 2005

DATE

  
DENEL PICKERING, CHIEF PROCUREMENT OFFICER

**OFFER AND ACCEPTANCE****ARIZONA DEPARTMENT  
OF CORRECTIONS****QUOTATION NO.**

DC050369

**OFFER**

**SUBMIT THE ORIGINAL OF THIS FORM TO THE DEPARTMENT OF CORRECTIONS, 1601 WEST JEFFERSON, MAIL CODE 55302, PHOENIX, ARIZONA 85007.**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

SALES TAX PERCENT: \_\_\_\_\_ %. (See Instructions for Quotations, Paragraph 4.)

Arizona Transaction (Sales) Privilege Tax

For clarification of this offer, contact:

License No.: \_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification

Phone: \_\_\_\_\_

No.: \_\_\_\_\_

Fax #: \_\_\_\_\_

Company Name

Signature of Person Authorized To Sign Offer

Address

Printed Name

City

State

Zip

Title

Small business certification: Vendor is \_\_\_\_\_ /is not \_\_\_\_\_ a small business (less than 100 employees \_\_\_\_\_ or has gross revenues of \$4 million or less \_\_\_\_\_.)

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

**HVAC Repair Services - Correctional Officers Training Academy**

This contract shall henceforth be referred to as Contract No. DC050369. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor has received purchase order or contract release document.

State of Arizona, Department of Corrections

Awarded this \_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_  
Denel Pickering, Chief Procurement Officer

**OFFER AND ACCEPTANCE****ARIZONA DEPARTMENT  
OF CORRECTIONS****QUOTATION NO.**

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State of Arizona, Department of Corrections  
Awarded this \_\_\_\_\_ Day of \_\_\_\_\_ 2005

Denel Pickering, Chief Procurement Officer

# STATE OF ARIZONA

## Instructions For Quotations

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page no later than as indicated.
2. **OPENING:** This is an informal Quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform General Terms and Conditions where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Department of Corrections, Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax, Sales Tax, if any, should be indicated as a separate item.
5. **QUOTE REJECTION:** The State reserves the right to reject any, or all, Quotations, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any Quotation which proposes like a quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your Quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the Quotation price in determining the low quote. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **SOURCE SELECTION:** This procurement is restricted to small business. A small business is one that, including its affiliates is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
11. **SOURCE SELECTION CLARIFICATION:** Source Selection will apply only if Small Business Requirements under A.R.S. §41-2535, R2-7-335 are applicable for dollar amounts between \$1,000.00 and \$50,000.00

**SPECIAL TERMS AND CONDITIONS**

ARIZONA

DEPARTMENT OF CORRECTIONS

SOLICITATION NO. DC050369

PAGE NO. 1

**1 SPECIAL TERMS AND CONDITIONS****1.1 Purpose**

1.1.1 Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501, ext. seq., the State of Arizona intends to establish a contract for **HVAC Repair for the Correctional Officers Training Academy.**

**1.2 Questions, Clarifications or Interpretations**

1.2.1 Any doubt as to the requirements of the Fax on Demand or any apparent omissions or discrepancies shall be presented to the Department of Corrections Purchasing Office in writing. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the Fax on Demand.

1.2.1.1 Any questions relating to the solicitation should be sent to the following:

Address: Mailing Address: 1601 W. Jefferson, Mail  
Code 55302, Phoenix, AZ 85007  
Phone: 602-542-1172  
Fax: 602-364-3780

**1.3 Shipping Terms**

1.3.1 Vendor is requested to submit their best price, Delivered, F.O.B. Destination, Freight Prepaid to the previously cited location(s).

**1.4 Term of Contract**

1.4.1 The term of any resultant contract should commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended, as otherwise provided herein.

1.4.2 This contract is expected to commence with the expiration of the current contract, in effect through July 5, 2005.

**1.5 Contract Extension**

1.5.1 By mutual written agreement, any resultant contract may be extended for supplemental periods of 12 months, up to a maximum of 48 months.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050369****ARIZONA  
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PAGE NO. 2****1.6 Cancellation**

1.6.1 The Department of Corrections reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of this contract. The Department of Corrections will issue written notice to the contractor for acting or failing to act as in any of the following:

- ° The contractor provides material that does not meet the specifications of this contract;
- ° The contractor fails to adequately perform the services set forth in the specifications of this contract;
- ° The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- ° The contractor fails to progress in the performance of this contract and/or gives the Department of Corrections reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Department of Corrections. Failure on the part of the contractor to adequately address all issues of concern may result in the Department of Corrections resorting to any single or combination of the following remedies:

- ° Cancel any contract;
- ° Reserve all rights or claims of damage for breach or any covenants of the contract;
- ° Perform any test or analysis on materials for Compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

In case of default, the Department of Corrections reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Department of Corrections may recover any actual excess costs from the contractor or by:

**SPECIAL TERMS AND CONDITIONS**

ARIZONA

DEPARTMENT OF CORRECTIONS

**SOLICITATION NO.** DC050369**PAGE NO. 3**

- Deduction from unpaid balance;
- Collection against the bid and/or performance bond, or;
- Any combination of the above or any other remedies as provided by law.

**1.7 CRIPA**

1.7.1 The Arizona Department of Corrections (ADC ) entered into an agreement with the Department of Justice regarding the matter of United States of America vs. Department of Corrections, et al. (Civil Action No. 97-476-PHX-ROS). The agreement affects all correctional and non correctional staff with female inmate contact, including contract providers.

1.7.1.1 The areas that impact the contract are: 1) backgrounds on existing staff; 2) stringent pre-employment screening practices for future staff; 3) pre-service and in-service training; 4) mandatory staff participation in sexual misconduct investigations; and 5) minimization of one on one situations where a female inmate and male staff are alone together.

**THE AGREEMENT REQUIRES:**

1.7.1.2 Background checks on all current non-correctional staff with female inmate contact. Any staff that has been convicted of or pled guilty to any felony charge from contact with a female inmate will be removed from their position.

1.7.1.3 All future staff with significant female inmate contact will require extensive pre-employment screening.

1.7.1.4 All ADC contractors will now be required to provide for each new applicant: 1) a complete background questionnaire to include drivers license number and record, past employment, past education, references, criminal arrest and criminal record; 2) be fingerprinted and screened by the Federal Bureau of Investigations; 3) NCIC/ACIC records check including law enforcement agency check or agencies where applicant has lived; 4) military discharge status; 5) investigation of whether applicant has ever worked in ADC prisons, and if so, whether they were the subject of investigations and allegations of inappropriate staff-inmate behavior; and, 6) tests to access personality to be scored by a professional psychologist.

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PAGE NO. 4**

- 1.7.1.5 ADC will perform the background checks at no charge to the contractor, however, the contractor is responsible for the psychological testing, analysis, and personal interviews that may be required as a result of an appeal and submission of the scoring/report for review by the Department, prior to finalization of the hiring process.
- 1.7.1.6 All current and future contract staff will be required to view a video describing inappropriate staff-inmate behavior. There will be a requirement that all staff will acknowledge in writing viewing of the video. ADC will provide the video to contract providers.
- 1.7.1.7 Pre-employment training will include at least eight (8) hours of specific topics relating to inappropriate staff-inmate behavior. ADC's video will be included in the curriculum. (Subject to clarification at a later date by the parties to the agreement, the training may be made part of the New Employee training to be provided within the first sixty (60) days of employment.)
- 1.7.1.8 ADC will provide the selected contractor with a copy of the lesson plan for their use. The plan will include the topics and procedural changes affecting staff working with female inmates. In-service training covering inappropriate staff-inmate behavior and viewing of video. The number of hours for in-service will be determined at a later date.
- 1.7.1.9 ADC will also provide a copy of the lesson plan for use by the contractor.
- 1.8 Safety Standards
  - 1.8.1 All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
- 1.9 Licenses
  - 1.9.1 Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor. Should the awarded contractor choose to sub-contract any portion of the job, the following requirements are necessary according to the Arizona Revised Statute § 32-1121, Professions and Occupations: This requirement applies to both in-state and out of state contractors.



**SPECIAL TERMS AND CONDITIONS**

ARIZONA

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- The awarded contractor must have an Arizona Contractors License if the cost of material and installation exceed \$ 750.00.

Contractors License No. \_\_\_\_\_

Type of License: \_\_\_\_\_

State of License: \_\_\_\_\_

- The sub-contractors license number and type must be identified in the contractor's solicitation submitted.

Sub-Contractors Name \_\_\_\_\_

Sub-Contractors License No. \_\_\_\_\_

Type of License: \_\_\_\_\_

State of License: \_\_\_\_\_

**1.10 Insurance**

- 1.10.1 The successful contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award this contract. The contractor must furnish the State, certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

**GENERAL LIABILITY INCLUDING**

COMPREHENSIVE FORM  
PREMISES OPERATIONS  
CONTRACTUAL  
INDEPENDENT CONTRACTOR  
PRODUCT/COMPLETED OPERATIONS HAZARD  
PERSONAL INJURY  
BROAD FORM PROPERTY DAMAGE  
EXPLOSION AND COLLAPSE (If applicable)  
UNDERGROUND HAZARD (If applicable)

LIMITS OF LIABILITY  
**MINIMUM - EACH OCCURRENCE**

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050369****ARIZONA  
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PAGE NO. 6****BODILY INJURY**

Per Person	\$ 1,000,000
Each Occurrence	\$ 2,000,000
Property Damage	\$ 1,000,000

**OR****Bodily Injury****AND****Property Damage**

Combined	\$ 1,000,000
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Comprehensive Auto Liability Including Owned, Hired and Non-Owned	Same as above
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Umbrella Liability	Necessary if underlying not above minimum
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Worker's Compensation of Employer's Liability Statutory (each accident)	\$ 500,000
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**Other, if any - personal liability**

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State of Arizona, its Departments, Boards and Commissions must be added as additional insurers, as required by Statute, Contract or other request. It is agreed that any insurance available to the contractor shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**SPECIAL TERMS AND CONDITIONS****SOLICITATION NO. DC050369****ARIZONA  
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PAGE NO. 7**Insurance

The successful contractor, will have five (5) days after receipt of written notice to submit a copy of the attached Certificate of Insurance, form DOC221A.

**NOTE: No other Certificate of Insurance Form is acceptable.** A copy of complete DOC221A must be forwarded to:

Arizona Department of Corrections  
Central Purchasing Unit, MC 55302  
1601 W. Jefferson  
Phoenix, Arizona 85007

ATTENTION: Contract DC050369

**1.11 Notice Warning**

1.11.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition A.R.S. § 13-2501:

**1.12 Contraband**

1.12.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

**SPECIAL TERMS AND CONDITIONS**

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- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

**1.13 Rejection of Bids**

1.13.1 The Arizona Department of Corrections, at its discretion may reject any and/or all bids.

**1.14 Evaluation**

1.14.1 This contract shall be awarded to the lowest, responsive, responsible vendor meeting the minimum specifications and requirements set forth in this Request for Quotation, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for the specified purpose.

**1.15 Eligible Agencies**

1.15.1 Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Corrections.

**1.16 Price Adjustment**

1.16.1 The Department will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustments will only be made at the time of the contract extension and will be a factor in the extension review process. The Department of Corrections will determine whether the requested price increase or an alternate option, is in the best interest of the Department. Any price adjustment will be effective upon the effective date of the contract extension.

**1.17 Rules and Regulations**

1.17.1 Attention of the bidders is called to the requirements of the document Rules and Regulations for Non-Employees of the Department of Corrections in an Arizona State Prison Complex, which are bound herein and which shall be adhered to in all respects.

**SPECIAL TERMS AND CONDITIONS**

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1.17.2 The last page of the Rules and Regulations document requires a signature, acknowledging having read and understood both of the above mentioned documents. This document shall be furnished to the successful vendor.

1.17.3 Should the owner require signatures of other parties such as subcontractor or persons directly or indirectly employed by the contractor, it shall be the contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

1.18 Warranty

1.18.1 Vendor warrants:

1.18.1.1 That all services performed hereunder shall conform to the requirements of this contract.

1.18.1.2 That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. The warranty period on workmanship and materials shall be a minimum of ninety (90) days from date of installation. Parts which in the normal trade practice carry a warranty in excess of ninety (90) days, shall be subject to the normal warranty.

1.18.1.3 The vendor agrees that he will, upon presentation, exchange for credit or like items all defective parts.

1.19 Millennium Compliance

1.19.1 Hardware, Software, or Firmware Contracts:

1.19.1.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this contract properly exchanges date/time data with it. If this contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a

**SPECIFICATIONS****SOLICITATION NO.** DC050369**ARIZONA**  
**DEPARTMENT OF CORRECTIONS**  
**PAGE NO. 10**

system. This warranty shall survive the expiration or termination of this contract. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this contract. In addition, the defense of force majeure shall not apply to the failure of the contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

1.19.2 Contracts not involving Hardware, Software or Firmware:

- 1.19.2.1 Notwithstanding any other warranty or disclaimer of warranty in this contract, the contractor warrants that all products delivered and all services rendered under this contract shall comply in all respects to performance and delivery requirements of the specifications and shall not adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this contract. In addition, the defense of force majeure shall not apply of the contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

**SPECIFICATIONS****SOLICITATION NO. DC050369****ARIZONA  
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PAGE NO. 11****2 TASK**

- 2.1 Vendor is requested to provide pricing to furnish and deliver the herein specified, **HVAC Repair Services, F.O.B. Destination Freight Prepaid** to the following Arizona Department of Corrections location:

Arizona Department of Corrections  
Correctional Officer Training Academy (COTA)  
5601 W. Trails End Road  
Tucson, Arizona 85745

**3 SCOPE**

- 3.1 The intent of this solicitation is to allow the Arizona Department of Corrections to enter into a contract(s) for the procurement of the following specified products, as specified in General Specifications/Requirements, at a fixed price for a twelve (12) month period.

**4 GENERAL SPECIFICATIONS/REQUIREMENTS**

- 4.1 This Solicitation No. DC050369 will be the only formal contract that will be issued. The Arizona Department of Corrections will not enter into or sign any other form of contract or agreement(s) from the vendor of award.
- 4.2 Vendor shall be required to provide repair service on various HVAC equipment on an as needed basis at the designated location.
- 4.3 Replacement of parts shall be at a percentage of discount off the manufacturer's list price as noted on pricing page.
- 4.4 Exhibit A represents the various types of equipment currently in use at ADC-COTA.
- 4.5 Repairs shall bring all equipment to a first class operating condition, which is defined as normal operating condition as specified by the equipment manufacturer.

**PRICE SHEET****SOLICITATION NO.** DC050369**ARIZONA**  
**DEPARTMENT OF CORRECTIONS**  
**PAGE NO. 12****5 PRICING**

- 5.1 Pricing for repair service shall be provided on an all inclusive hourly basis and shall include all labor rates, labor benefits, payroll burden, insurances, workman's compensation fee, all taxes, profit, overhead, travel and all other related cost factors. Arizona Department of Corrections shall not reimburse any item other than the inclusive hourly rate and repair parts.

5.2 HVAC Equipment

5.2.1 Labor Rate Per Hour \$ \_\_\_\_\_ / hour

5.2.2 Weekend/Holiday Labor Rate Per Hour \$ \_\_\_\_\_ / hour

5.3 Emergency Overtime

5.3.1 Vendor shall indicate an all inclusive hourly rate for emergency overtime repairs. \$ \_\_\_\_\_ / hour

5.4 Repair Parts

5.4.1 Vendor shall indicate their best discount percentage off the manufacturer's established list price for repair parts. \_\_\_\_\_ %

Catalog Name: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE:** The vendor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related Year 2000 issues. The vendor further acknowledges that the defense of force majeure shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

**SALES TAX PERCENT:** \_\_\_\_\_ %, (See Uniform Instructions to Offerors for Formal Solicitation, Paragraph 3.10.)

**PROMPT PAYMENT DISCOUNT:** The price(s) quoted herein can be discounted by: \_\_\_\_\_ %, if payment is made within \_\_\_\_\_ days.

**PLEASE CHECK THE APPROPRIATE SELECTION BELOW THAT APPLIES TO YOUR COMPANY:**

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> 0. Non-Small/Non-Minority/Non-Disabled     | <input type="checkbox"/> 1. Small Business                                | <input type="checkbox"/> 2. Minority Owned Business        | <input type="checkbox"/> 3. Women Owned Business                 |
| <input type="checkbox"/> 4. Owned By Disabled Individual            | <input type="checkbox"/> 5. Small Business/Minority Owned                 | <input type="checkbox"/> 6. Small Business/Women Owned     | <input type="checkbox"/> 7. Small Business/Disabled Owner        |
| <input type="checkbox"/> 8. Minority-Women Owned Business           | <input type="checkbox"/> 9. Disabled-Minority Owner Business              | <input type="checkbox"/> 10. Disabled-Women Owned Business | <input type="checkbox"/> 11. Small Business/Minority-Women Owned |
| <input type="checkbox"/> 12. Small Business/Disabled-Minority Owned | <input type="checkbox"/> 13. Small Business/Disabled-Minority-Women Owned |  |  |



**CERTIFICATE OF INSURANCE****SOLICITATION NO. DC050369**

**ARIZONA STATE  
DEPARTMENT OF CORRECTIONS**  
1601 W. Jefferson  
MC #55302  
PHOENIX, ARIZONA 85004

**VENDOR****COMPANY****COMPANIES AFFORDING  
COVERAGE****Current  
A.M. Best  
Rating****LETTER****NAME AND ADDRESS OF INSURANCE AGENCY:****A****B****NAME AND ADDRESS OF INSURED:****C****D**

This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (,000)
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence- Claims Made <input checked="" type="checkbox"/> Owner's & Contractors Prot. <input checked="" type="checkbox"/> Per Project <input checked="" type="checkbox"/> Product/Completed Operations				Commercial Aggregate Products-Comp/OP AGG. \$ _____ Personal & ADV. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any One Fire) \$ _____ Med. Expenses (Any One Person) \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass) <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Garage Liability				Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Type _____ <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				<b>Statutory Limits</b> Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	<b>Builders Risk</b>				
	<b>Other</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**  
 Arizona Department of Corrections  
 1601 W. Jefferson, M/C 55302  
 Phoenix, AZ 85007

**AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**EXHIBIT A****SOLICITATION NO.** DC050369**ARIZONA**  
**DEPARTMENT OF CORRECTIONS**  
**PAGE NO. 1****HVAC EQUIPMENT**

<u><b>TYPE OF EQUIPMENT</b></u>	<u><b>MANUFACTURER</b></u>
<b>AIR CONDITIONER</b>	McQuay Rheem Bohn Carrier Lennox
<b>GAS/ELECTRIC HEATERS</b>	Amana Lennox Rheem
<b>EVAPORATIVE COOLERS</b>	Arctic Circle McGraw
<b>BOILER</b>	Raypak
<b>POWER VENTER</b>	Aldin Barry Dayton Greeneck
<b>WALK-IN</b>	Bootz Super-Freeze

**ATTACHMENT A****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050369****PAGE NO. 1****POLICY STATEMENT:**

While the institution recognizes the need of non-staff personnel to have in their possession certain personal items, limits are necessary for the security and safe operation of the institution.

**PROCEDURES:**

1. All persons entering the institution are subject to search prior to entry and while on the grounds of the institution. All non-staff personnel will, at all times, remain in their authorized area under the direction of the project coordinator.
2. Persons are allowed the materials necessary for the performance of their duties.
3. All non-staff personnel may have in their possession the following:
  - A. A wallet with normal contents, ie.,
    1. photos and personal papers.
    2. currency not to exceed \$20.00 (Twenty Dollars). Excess will be reported to the shift commander prior to entry.
    3. no credit cards or checkbooks are allowed.
  - B. Handkerchief and comb.
  - C. Tobacco products and smoking apparatus for normal daily use.
  - D. Keys as necessary (auto and home). Fingernail clipper.
  - E. Confectionary items (gum, candy, etc.)
  - F. Watch and rings.

**ATTACHMENT A****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050369****PAGE NO. 2**

4. All persons are prohibited from introducing medication drugs into the institution grounds unless such a medication has been properly prescribed by a licensed physician and is in the original prescription container.
  - A. Medications of a stimulate nature, i.e., Dexedrine, Preludins, Tenuate or any other appetite suppressant or any hypnotic-type drug, are specifically prohibited on institution property. Persons who are taking this type of medication prior to coming to the institution will report this fact to the Shift Commander, prior to reporting to their authorized area.
  - B. Persons taking medications of the tranquilizer class, i.e., Valium, Librium, Miltown or any of the anti-depressant class, i.e., Sinequan, Triavil, Elavil or any mood modifying drug of any type; Pain medications i.e., Percodan, Percocet, hydrocodone (Vicodin), Tylenol with codine, propoxphene, etc., will report this fact to the Shift Commander prior to going to their authorized area. Possession of these types of drugs on prison grounds will be limited to that amount necessary during one eight hour shift.
  - C. Personnel taking any other class of medication i.e., antihistamines, antihypertensives, anticholingerics, etc., are limited in the introduction of only such amount of medication as will be required during the period of one eight hour shift, and the fact will be reported to the Shift Commander.
1. Any deviation from this policy must be cleared with the warden of the unit. Persons violating this policy may subject themselves to eviction from institution property and/or prosecution.

**NOTE:**

If anyone loses or has stolen any personal items in his possession, the institution will attempt to retrieve the items, but cannot guarantee the return thereof nor provide reimbursement.

**ATTACHMENT A****ARIZONA  
DEPARTMENT OF CORRECTIONS****RULES AND REGULATIONS FOR NON-EMPLOYEES OF  
DEPARTMENT OF CORRECTIONS IN ARIZONA STATE PRISON****SOLICITATION NO. DC050369****PAGE NO. 3**

The following Arizona Revised Statutes dealing with inmate and non-staff member relationships require your strict adherence at all time during your stay at the Arizona State Department of Corrections.

ARS 31-204 Interest of employee and non-employee in contracts, gifts to or for prisoner: penalty

- A. No non-staff member shall be interested in any contract or purchase made by anyone for or on behalf of the prison, or receive, directly or indirectly, compensation for his services other than prescribed by the administrator of the institution, nor shall he receive any compensation whatever for any act or services he performs for or on behalf of a contractor, or any agent or employee of a contractor.
- B. No non-staff personnel, without permission of the administrator shall make a gift or present to or receive a gift from an inmate, or barter or deal with an inmate.
- C. Any person violating this section shall be discharged from office or service, and every contractor, or employee or agent of a contractor, shall not be permitted to act or serve again as such contractor, agent or employee.

ARS 31-231 Unauthorized communication with prisoners: penalty

A person not authorized by law who, without the permission of the officer in charge of the state prison, communicates with a person imprisoned or detailed therein, or who takes any letter, writing, literature or reading matter to or from a person imprisoned or detained therein, is guilty of a misdemeanor.

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Signature

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Date